Website Terms of Use

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AGREEMENT BETWEEN CUSTOMER AND EXPEDIA, INC.

Welcome to the Expedia.com website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel—related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our", "Expedia" and "Expedia, Inc." refer to Expedia, Inc., a Washington corporation, and its subsidiaries and corporate affiliates, including Travelscape, LLC, (collectively, the "Expedia Companies"). "Expedia Partner" means any co-branded and/or linked website through which we provide links, content or service. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). **Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court.** You should also read our Privacy Policy, which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services, or contacting our call center agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center agents.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

1. you are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Terms of Use;
4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. all information supplied by you on this Website is true, accurate, current and complete; and
7. if you have an Expedia.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

return to top

DISPUTES; ARBITRATION

Expedia is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you or we may pursue claims as explained in this section.

To give us an opportunity to resolve informally any disputes between you and us arising out of or relating in any way to the Website, these Terms of Use, our Privacy Policy, any services or products provided, any dealings with our customer service agents, or any representations made by us ("Claims"), you agree to communicate your Claim to Expedia by contacting Expedia Customer Support or calling 1-877-787-7186. You agree not to bring any suit or to initiate arbitration proceedings until 60 days after the date on which you communicated your Claim to Customer Support have elapsed. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

You and Expedia agree that **any and all Claims will be resolved by binding arbitration, rather than in court,** except that you and we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs).The arbitrator must follow and enforce these Terms of Use.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than $10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. The arbitrator will have authority to decide issues as to the scope of this arbitration agreement and the arbitrability of Claims. If for any reason a Claim proceeds in court rather than in arbitration, **you and we each waive any right to a jury trial.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "Expedia Legal: Arbitration Claim Manager," at Expedia, Inc., 1111 Expedia Group Way W., Seattle, WA 98119. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

This arbitration agreement shall be governed by and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitration decision may be confirmed by any court with competent jurisdiction.

return to top

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep—link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, Expedia may cancel any travel or service reservations associated with your name, email address or account, and close any associated Expedia accounts. If you have conducted any fraudulent activity, Expedia reserves the right to take any necessary legal action and you may be liable for monetary losses to Expedia, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact Expedia Customer Service.

return to top

PRIVACY POLICY

Expedia, Inc. believes in protecting your privacy. Please click here to review our current Privacy Policy, which also governs your use of the Website and, as stated above, is incorporated by reference, to understand our practices: Privacy Policy.

SUPPLIER RULES AND RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel—related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the travel supplier, which can be found on the supplier's website. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if full payment is not received in a timely fashion.

In case of a no-show or cancellation, you may be entitled to a refund of airport taxes and fees included in the price of the ticket purchased. Where you are eligible for a refund, you can request such a refund from Expedia customer service, who will submit your request to the airline on your behalf.

Expedia may offer you the opportunity to book a reservation for a combination of two one—way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines. Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a Customer to make changes to the other flight, the Customer will be responsible for any fees incurred for making changes to the unaffected flight.

For certain low-cost carriers, the price of your flight has been converted from a different currency for convenience purposes to provide you an estimate of the amount of the purchase in your local currency. As a result, when you book, the amount charged to your credit card by the airline may be slightly different due to currency fluctuations. Your statement may also include a fee from your card issuer to process the transaction plus any applicable fees for international purchases.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of $250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

Expedia is not liable for any costs incurred due to hotel relocation.

return to top

Sort Order :

Travelers have many options on to help them find the perfect hotel, flight, car rental, cruise or activity. The "sort" settings at the top of the page allows travelers to order search results to their preference, whether based on price, verified review score, or other criteria. The "filter" settings also allow travelers to include or exclude various options to suit their travel needs. If no options are selected, we will show a range of relevant options in the search results, based on the criteria outlined below:

- Lodging: Our default sort order reflects the relevance of properties to your search criteria, as we want to make sure you are able to quickly and easily find the offer that is right for you. We measure relevance by taking into account factors like a property's location, its review scores, the popularity of the property (measured by how many travelers on our sites make bookings at that property), the quality of the content provided by the property, and the competitiveness of the property's rates and availability, all relative to other properties meeting your chosen search criteria. The compensation which a property pays us for bookings made through our sites is also a factor for the relative ranking of properties with similar offers, based on the relevance factors described above. On our non-default sorts (e.g., by price or by star rating), properties with similar results will be ordered based on the factors above.
- Flights: Our default sort order is based on lowest price. In cases where two flights have the same price, the shorter flight is listed first.
- Car Rental: Our default sort order is primarily driven by price, but we may consider other relevant factors such as popularity, customer reviews, convenience of pickup location, and car type or category.
- Cruise: Our default sort order is based on a number of relevant factors such as cruise line rating, ship rating, price per day, origin rating, destination rating, length of cruise, and booking window.
- Activities: Our default sort order is manually curated by Expedia's destination managers familiar with each market, taking into account such factors as price, popularity, distance from hotel options, and traveler feedback.
- Vacation Packages: When combining several different travel products into a vacation package, we use the criteria outlined above to determine the sort order for each product.

Additionally, we continually optimize our service to provide the best experience to travelers. Accordingly, we may test different default sort order algorithms from time to time.

return to top

PREPAID HOTEL RESERVATIONS

You acknowledge that the Expedia Companies pre-negotiate certain room rates with hotel suppliers to facilitate the booking of reservations. You also acknowledge that the Expedia Companies provide you services to facilitate such booking of reservations for a consideration (the "facilitation fee"). The room rate displayed on the Website is a combination of the pre-negotiated room rate for rooms reserved on your behalf by the Expedia Companies and the facilitation fee retained by the Expedia Companies for their services. You authorize the Expedia Companies to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on the Expedia Companies' services. You agree that your credit card will be charged by the Expedia Companies for the total reservation price. Upon submitting your reservation request you authorize the Expedia Companies, including Travelscape, LLC, to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, the Expedia Companies do not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that the Expedia Companies pay to the hotel supplier for taxes due on the hotel's rental rate for the room. The hotel suppliers invoice the Expedia Companies for certain charges, including tax amounts. The hotel suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. None of the Expedia Companies act as co-vendors with the supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by the Expedia Companies to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by the Expedia Companies for their services vary based on the amount and type of hotel reservation.

You may cancel or change your prepaid hotel reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms of Use imposed with respect to your prepaid hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

You may not book reservations for more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked reservations for more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book reservations for 9 or more rooms, you must contact Expedia's group travel specialists by phone at (800) 916-3290 or by filling out the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a nonrefundable deposit.

Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Expedia, Inc. for your hotel booking.

return to top

PAY NOW OR PAY LATER DETAILS

With certain hotels, you may be presented with the option to pay online now or pay later at the hotel. If you select the "Pay Online Now" option, Expedia will charge the amount to your credit card in US dollars immediately. If you select "Pay Later at the Hotel", the hotel will charge your credit card in the local currency at the time of your stay. Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between booking and stay. Expedia coupons may only be applied to "Pay Online Now" bookings.

return to top

EXPEDIA UNPUBLISHED RATE RESERVATIONS

When available, Expedia, Inc.'s subsidiary, Hotwire, Inc., may offer additional, discounted hotel booking options on the Website. These hotels, called Expedia Unpublished Rate hotels, are different from other hotels offered on the Website in several important ways. The name and exact address of the hotel are not shown until after payment has been made for the booking. All bookings are final and cannot be changed, refunded, exchanged, cancelled, or transferred to another party. Your credit card will be charged for the amount shown even if you do not use the booking. Room type will be determined by the hotel based on the number of guests provided at time of booking. All reservations are booked for stays in non-smoking rooms (subject to availability). Hotel room assignments are determined at check-in and upgrades are not available. The maximum number of Expedia Unpublished Rate rooms that can be booked at one time is six. All Expedia Unpublished Rate rooms will be booked under the same name, and the guest under whose name the reservation is made must be present at check-in. Expedia Unpublished Rate hotels are not eligible for hotel reward or club programs. Upon check-in, guests must present a valid ID and credit card in their own name (the amount of available credit required will vary by hotel). Debit cards may not be accepted. For information about tax recovery charges, service fees, and taxes on our services, where applicable, please see "Prepaid Hotel Reservations."

return to top

BANK AND CREDIT CARD FEES

Your payment is processed in the United States, when we process your payment. When the travel supplier processes your payment, it will be processed in the country in which the travel supplier is based.

Expedia or the travel supplier may have to verify: (i) the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the travel supplier) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing your credit card).

Some banks and credit card companies impose fees for international or cross border transactions. For instance, if you are making a booking using a US-issued card with a non-US merchant, your bank may charge you a cross border or international transaction fee. Furthermore, booking international travel may be considered an international transaction by your bank or card company, since we may pass your card details to an international travel supplier to be charged. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

return to top

CURRENCY CONVERTER

If a currency converter is available on the Website, the following terms and conditions apply: Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but the Expedia Companies, the Expedia Partners, and/or our respective suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

EXPEDIA REWARDS

The Expedia Rewards program ("Program") is offered to the Website's customers at the sole discretion of Expedia, Inc., and is open only to individuals who have reached the legal age of majority in their respective province/territory of residence, have a valid email address, and have enrolled in the Program.   Please click here to see the Terms and Conditions of the Program.

PAY WITH POINTS

Expedia allows points from selected loyalty programs ("Points Programs") to be redeemed for travel-related goods and services on the Website. If you use or register to use any points on the Website these terms and conditions apply. To be eligible to use points on the Website, you must have an Expedia.com account, you must have an eligible account with the provider of the Points Program that is active and in good standing, and your purchase must exceed minimum transaction value for the use of your points (if any).

LINKING YOUR ACCOUNT: For Points Programs other than Expedia Rewards (Your Expedia Rewards account is automatically linked to your Expedia.com account), your Points Program account ("Account") will be linked to your Expedia.com account during the registration process on the Website. Expedia reserves the right, in its sole discretion, to deny registration. You authorize the Points Program provider to provide Expedia with information about your Account, including your points balance.

REDEEMING POINTS: There is no fee to redeem your points at Expedia.com. Points may only be redeemed for eligible purchases of Expedia goods and services that Expedia will determine in its discretion. Your Points Program provider will deduct from your Account balance the amount of points you elect to use toward your eligible purchase. You may not combine points from one Points Program provider with any other loyalty points from another provider to complete a single transaction. However, if you do not have enough points to complete an eligible purchase, you may use an eligible credit card associated with your Account to complete the transaction. Eligible cards for such transactions may be limited to cards associated with the Points Program used in the transaction. Expedia may, in its discretion, allow you to combine points with eligible coupons.

ADDITIONAL TERMS: Purchases made with points are subject to the point to dollar conversion rate set by the Points Program provider. The Points Program provider has the right to change the point to dollar conversion rates at any time. Also, some Points Program providers may set a minimum amount of points that may be redeemed in any transaction. Additional terms and conditions may apply and are available at the applicable Points Program provider's website.

return to top

INTERNATIONAL TRAVEL

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Expedia has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Passport and Visa: You must consult the relevant Embassy or Consulate for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

Disinsection: Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information, see: https://www.transportation.gov/airconsumer/spray

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return to top

LIABILITY DISCLAIMER

The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, the Expedia Companies and Expedia Partners do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, cruise, car and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, Expedia, Inc. expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

Hotel ratings displayed on this Website are intended as only general guidelines, and the Expedia Companies and Expedia Partners do not guarantee the accuracy of the ratings. The Expedia Companies, the Expedia Partners and their respective suppliers make no guarantees about the availability of specific products and services. The Expedia Companies, the Expedia Partners and their respective suppliers may make improvements and/or changes on the Website at any time.

The Expedia Companies, the Expedia Partners and their respective suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by the Expedia Companies or Expedia Partners. All such information, software, products and services are provided "as is" without warranty of any kind. The Expedia Companies, the Expedia Partners and their respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from the Expedia Companies, the Expedia Partners and/or their respective suppliers are free of viruses or other harmful components. The Expedia Companies, the Expedia Partners and their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

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In no event shall the Expedia Companies, the Expedia Partners and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if the Expedia Companies, the Expedia Partners and/or their respective suppliers have been advised of the possibility of such damages.

If, despite the limitation above, the Expedia Companies, the Expedia Partners and/or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Expedia Companies, the Expedia Partners and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Expedia, Inc. in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the Expedia Companies, the Expedia Partners, and/or their respective suppliers.

return to top

INDEMNIFICATION

You agree to defend and indemnify the Expedia Companies, the Expedia Partners, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

1. your breach of these Terms of Use or the documents referenced herein;
2. your violation of any law or the rights of a third party; or
3. your use of this Website.

return to top

LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than Expedia, Inc. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

return to top

SOFTWARE AVAILABLE ON THIS WEBSITE

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Your mobile device must be connected to the internet for the Mobile Application to function correctly. You are responsible for making all arrangements necessary for your device to have internet connectivity and are responsible for all sums your service provider may charge you arising out of the Mobile Application transmitting and receiving data (including but not limited to data roaming charges). As further described in our Privacy Policy, the Mobile Application will automatically transfer a small amount of data as part of its normal operation, including how you use the Mobile Application, which Content you access, and technical errors or problems which the Application may encounter while being used. By using the Mobile Application, you acknowledge, agree and consent to the automatic collection of this information.

return to top

REVIEWS, COMMENTS, PHOTOS AND OTHER SUBMISSIONS

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return to top

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return to top

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return to top

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return to top

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return to top

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return to top

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return to top

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return to top

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return to top

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